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Name of Offeror or Contractor:

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date
1 52.215-4503	NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED	APR/1999
	<p>1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <a href="http://www.acq.osd.mil/pcipt/">http://www.acq.osd.mil/pcipt/</a>). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.</p> <p>2. In response to these mandates, TACOM-ACALA has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-ACALA Solicitation Page has been activated to fully automate the response process (see <a href="http://aais.ria.army.mil/aais/SOLINFO/index.htm">http://aais.ria.army.mil/aais/SOLINFO/index.htm</a>).</p> <p>3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.</p> <p>4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:</p> <p>LS7011, Electronic Bids/Offers - ACALA (ACALA 52.215-4510)</p> <p>LS7012, Electronic Award Notice - ACALA (ACALA 52.215-4511)</p> <p>(End of clause)</p>	

(AS7004)

THIS SOLICITATION DAAE20-99-R-0004 IS FOR A PROCUREMENT OF A COMMERCIAL 12 GAGE, PUMP SHOTGUN, WHICH MEETS THE MINIMUM REQUIREMENTS FORMULATED IN A PERFORMANCE SPECIFICATION, AS FOUND IN SECTION C.

THIS PROCUREMENT IS FOR THE FY 98 AND FY 99 SHOTGUN REQUIREMENTS. SAID PROCUREMENT IS TO INCLUDE A 150 PERCENT OPTION QUANTITY OF THE FY 99 REQUIREMENTS (OR 444 EACH) FOR FOUR ADDITIONAL YEARS, I.E: FY 2000, FY 2001, FY2002, AND FY 2003. FIFTY PERCENT OF THE OPTION QUANTITY IS IN ANTICIPATION OF POTENTIAL FOREIGN MILITARY SALES REQUIREMENTS. CONSEQUENTLY, PRICES SHOULD BE QUOTED FOR ALL FIVE YEARS. OPTION PRICES SHOULD BE QUOTED IN SECTION I.

\*\*\* END OF NARRATIVE A001 \*\*\*

\*\*\* END OF NARRATIVE A002 \*\*\*

\*\*\*\*\* N O T I C E \*\*\*\*\*

ALL SOLICITATION/SOLICITATION AMENDMENTS MAILED TO THIS HEADQUARTERS AFTER MAY 94 SHOULD BE ADDRESSED AS FOLLOWS:

ACALA  
ATTN: AMSTA-AC-PCC-B  
ROCK ISLAND, IL 61299-7630

\*\*\* END OF NARRATIVE A003 \*\*\*

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<b>Name of Offeror or Contractor:</b>		

- 1. REQUEST YOUR QUOTATION REMAIN VALID FOR 90 DAYS.
- 2. REQUEST YOU CERTIFY TO ALL CLAUSES REQUIRING SAME.
- 3. PLEASE PROVIDE YOUR DUNS NUMBER: \_\_\_\_\_
- 4. PLEASE PROVIDE YOUR TAXPAYER ID CODE: \_\_\_\_\_
- 5. PLEASE PROVIDE YOUR CAGE OR FSCM CODE: \_\_\_\_\_

\*\*\* END OF NARRATIVE A004 \*\*\*

OFFERORS ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE BASED ON PRICE ALONE, BUT AN EVALUATION OF PRICE AND PAST PERFORMANCE. OFFERORS ARE DIRECTED TO REVIEW ALL PORTIONS OF THE SOLICITATION, WITH SPECIAL ATTENTION TO SECTIONS L, INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS AND SECTION M, EVALUATION OF OFFERORS.

\*\*\* END OF NARRATIVE A005 \*\*\*

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001AA	<u>Supplies or Services and Prices/Costs</u>  <u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>  NSN: 1005-01-000-0001 NOUN: SHOTGUN, 12 GAGE PUMP/RIOT SECURITY CLASS: Unclassified PRON: M18A1320M1      PRON AMD: 01 AMS CD: 323018  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001   W52H099019A201   W31G1Z    J                                  3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                                  425                                  0120  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W31G1Z)    XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON      AL    36201-5021	425	EA	\$ _____	\$ _____
0002	<u>Supplies or Services and Prices/Costs</u>				
0002AA	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>  NSN: 1005-01-000-0001 NOUN: SHOTGUN, 12 GAGE PUMP/ RIOT SECURITY CLASS: Unclassified PRON: M19A0325M1      PRON AMD: 01 AMS CD: 323018620343230  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001   W52H099019A202   W31G1Z    J                                  3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                                  444                                  0120  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u>	444	EA	\$ _____	\$ _____

**Name of Offeror or Contractor:**

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	(W31G1Z) XU TRANS OFF ANNISTON ARMY DEPOT ANNISTON AL 36201-5021				

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<b>Name of Offeror or Contractor:</b>		

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

PERFORMANCE SPECIFICATION FOR 12 GAGE PUMP SHOTGUN

Procurement is for Shotgun, 12 Gage Pump, takedown receiver (removal of barrel without tools), with sling, minimum 3-inch chamber, cylinder bore barrel, 18 to 21 inch barrel, tubular magazine, 5-shot minimum capability (includes one (1) chambered round), hammerless, black synthetic shoulder stock, 4 to 8 pound trigger pull, 3 to 9 pound safety engagement, with non-reflective corrosion resistant protective finish. The Government has a preference to satisfy its needs through the acquisition of COMMERCIAL items. Following are the general characteristics required:

Weight	9 pounds maximum
Barrel Length	18 inches to 21 inches
Gage	12
Boring of Barrel	Cylinder
Chamber Shell Length	3 inch minimum
Operation	Pump
Feed	Tubular Magazine
Ammunition Capacity	5 Shells minimum (including 1 in chamber)
Firing Mechanism	Hammerless
Stock and Fore-end	Black Synthetic Shoulder Stock
Safety Engagement	3 pounds to 9 pounds
Trigger Pull	4 pounds to 8 pounds
Takedown Receiver	Removable of Barrel without Tools
Final Protective Finish	Non-reflective, corrosion resistant
Sling	Butt Stock Sling Swivel/Front Sling Swivel
Parts Interchangeability	Major Subassembly Minimum (Receiver, Barrel, Trigger Group, Stock)

Certification that the design of the 12-Gage Pump Shotgun will meet the following performance requirements is required:

-Trigger Pull = 6 pounds +/- 2 pounds.

-High Pressure = Capable of firing one high pressure cartridge (SAAMI standard proof load) with no evidence of cracks, seams, or other injurious defects.

-Function = Weapon must be capable of firing five rounds without malfunction, i.e.: unserviceable parts, punctured or ruptured primers or shell cases, loose stocks or screws. Total tolerable malfunctions are limited to a maximum of three (3) malfunctions per weapon, firing 3,000 rounds.

-Targeting and Accuracy = At 40 yards aiming at the center of a 50 inch square +/-10 inches, with not less than 33 1/3 percent of the pellets within or cutting the edge of a 30 inch circle for accuracy.

-As a minimum, corrosion resistant (salt spray) will conform to commercial specification ASTM B117.

-The Sling must be able to sustain a minimum of 220 pound load.

-Packaging and Marking must conform to commercial specification ASTM D3951. In addition, the gun shall be heat sealed in a Polyethylene bag, coated/impregnated with a volatile corrosion inhibitor, such as Cortec VCI 126 or equivalent, prior to placing the gun into its unit package of one (1) each.

-A warranty is required for a minimum of 18 months from the date of the last delivery, for defects in materials, design, and workmanship, at NO charge to the Government.

\*\*\* END OF NARRATIVE C001 \*\*\*

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**Name of Offeror or Contractor:**

PACKAGING AND MARKING

	Regulatory Cite	Title	Date
1	52.211-4502 ACALA	PACKAGING REQUIREMENTS	DEC/1998

Packaging shall be in accordance with Best Commercial Practices with the following REQUIREMENTS. The MARKING shall be in accordance with Standard Practice for Military Marking (MIL-STD-129).

REQUIREMENTS:

1. Packaging - Preservation, packaging, packing and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
  - 1.1 Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservative applied to the item for protection are not considered contaminants.
  - 1.2 Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
  - 1.3 Cushioning - Items requiring protection from physical and mechanical damage or which are fragile shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
2. Unit Package
  - 2.1 Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to them, and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling.
  - 2.1 Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set, or assembly.
3. Intermediate Package
  - 3.1 The use of intermediate packaging is encouraged particularly when such use enhances handling and inventorying. Intermediate packaging is required to facilitate handling and inventory whenever the quantity is over 1 gross and the size of the unit package is 64 cubic inches or less.
4. Packing
  - 4.1 Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers.
  - 4.2 Shipping containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. It shall be capable of multiple handling and storage under favorable conditions, such as enclosed facilities, for a minimum of one year.
5. Marking - Marking shall be in accordance with MIL-STD-129, Standard Practice for Military Marking, revision 'N', dated 15 MAY 1997. Bar code requirements apply.

EXCEPTION:

NONE

(End of clause)

(DS6405)

2	52.247-4521 ACALA	UNITIZATION/PALLETIZATION	JUL/1998
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Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)



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**Name of Offeror or Contractor:**

INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
2	52.246-4540 ACALA	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2 CLAUSE	MAR/1997

a. The (CP)2 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2 program, please contact the Contracting Officer.

b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2 certification process.

c. You may provide the following information relative to (CP)2 certification:

- (1)\_\_\_\_NOT CERTIFIED
- (2)\_\_\_\_CERTIFIED
- (i)\_\_\_\_DATE OF CERTIFICATION
- (ii)\_\_\_\_CERTIFYING ACTIVITY

d. For Contractor facilities currently certified under the (CP)2 program, the following shall apply:

- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the Statistical Process Control (SPC) clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as critical or "special."
  - (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.
  - (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.
- e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2 agreement between the Government and the Contractor.

End of Clause

(ES7016)

Name of Offeror or Contractor:

DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.247-29	F.O.B. ORIGIN	JUN/1988
2	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
3	52.247-65	F.O.B. ORIGIN, PREPAID FREIGHT - SMALL PACKAGE SHIPMENTS	JAN/1991
4	52.247-4531 ACALA	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CLAUSES FF0023, FF0031, FF0037, FS7240 ONLY APPLY TO FMS REQUIREMENTS.

\*\*\* END OF NARRATIVE F001 \*\*\*

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**Name of Offeror or Contractor:**

CONTRACT CLAUSES

	Regulatory Cite	Title	Date
1	52.212-4	CONTRACT TERMS AND CONDITIONS- COMMERCIAL ITEMS	MAY/1999
2	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
3	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
4	252.242-7003 DFARS	APPLICATION FOR U.S. GOVERNMENT SHIPPING	DEC/1991
5	52.212-5	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS	MAY/1999
(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:			
(1) 52.222-3, Convict Labor (E.O. 11755); and			
(2) 52.233-3, Protest After Award (31 U.S.C. 3553 and 40 U.S.C. 759).			
(b) The Contractor agrees to comply with the FAR and FIRMR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:			
____(1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).			
____(2) 52.203-10, (Reserved)			
____(3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));			
____(4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));			
____(5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).			
(6)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small disadvantaged Business Concerns (Pub.L. 103-355, section 7102, and 10 U.S.C. 2323)(if the offeror elects to waive the adjustment, it shall so indicate in its offer).			
(6)(ii) Alternate I of 52.219-23			
____(7) 52.222-26, Equal Opportunity (E.O. 11246).			
(8) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).			
____(9) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).			
____(10) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).			
____(11) 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).			
____(12) 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).			
____(13) Reserved.			
____(14) 52.225-18, European Union Sanctions for End Products (E.O. 12849).			
____(15) 52.225-19, European Union Sanctions for Services (E.O. 12849).			
____(16)(i) 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).			
____(16)(ii) Alternate I of 52.225-21.			
____(17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).			

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE20-99-R-0004      MOD/AMD</p>	<p style="text-align: center;"><b>Page 12 of 23</b></p>
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**Name of Offeror or Contractor:**

\_\_\_\_(18) 201-39.5202-3, Procurement Authority (FIRM).

(This acquisition is being conducted under -1- delegation of GSA's exclusive procurement authority for FIP resources. The specific GSA DPA case number is -2-).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated into this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).

\_\_\_\_(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(3) 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(4) 52.222-44, Fair Labor Standards and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

\_\_\_\_(5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

(IF6260)

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- b. The Government reserves the right to increase the quantity of item(s) 12-GAGE PUMP SHOTGUN by a quantity of up to and including but not exceeding 150 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 12 GAGE PUMP SHOTGUN shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time preceding 31 March 2000 by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>	
Evaluated Option (F.O.B. Origin)	\$ _____	CLIN 0004AA (FY 2000)
	\$ _____	CLIN 0005AA (FY 2001)
	\$ _____	CLIN 0006AA (FY 2002)
	\$ _____	CLIN 0007AA (FY 2003)

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

7	252.212-7001 DFARS	CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS	JAN/1999
<p>(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.</p> <p>(b) The Contractor agrees to comply with any clause that is checked in the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.</p>			
_____	252.205-7000 Provision of Information to Cooperative Agreement Holders (10 U.S.C. 2416).		
_____	252.206-7000 Domestic Source Restriction (10 U.S.C. 2304).		
_____	252.219-7003 Small Business and Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (15 U.S.C. 637).		
_____	252.219-7005 Incentive for Subcontracting with Small Businesses, Small Disadvantaged Businesses, Historically Black colleges and Universities and Minority Institutions (_____ Alternate I) (Section 9004, Pub. L. 101-165 (10 U.S.C. 2301 (repealed note))).		
_____	252.225-7001 Buy American Act and Balance of Payments Program (41 U.S.C. 10a-10d, E.O. 10582).		
_____	252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (_____Alternate I) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).		
_____	252.225-7012 Preference for Certain Domestic Commodities.		

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-R-0004 <b>MOD/AMD</b>	<b>Page 14 of 23</b>
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**Name of Offeror or Contractor:**

\_\_\_\_\_252.225-7014 Preference for Domestic Speciality Metals (10 U.S.C. 2241 note).  
 \_\_\_\_\_252.225-7015 Preference for Domestic Hand or Measuring Tools (10 U.S.C. 2241 note).  
 \_\_\_\_\_252.225-7021 Trade Agreements (\_\_\_\_\_Alternate I) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).  
 \_\_\_\_\_252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C. 2779)  
 \_\_\_\_\_252.225-7028 Exclusionary Policies and Practices of Foreign Governments (22 U.S.C. 2755).  
 \_\_\_\_\_252.225-7029 Restriction on Acquisition of Air Circuit Breakers (10 U.S.C. 2534(a)(3)).  
 \_\_\_\_\_252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program  
 (\_\_\_\_\_Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).  
 \_\_\_\_\_252.227-7015 Technical Data - Commercial Items (10 U.S.C. 2320).  
 \_\_\_\_\_252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C. 2321).  
 \_\_\_\_\_252.243-7002 Certification of Requests for Equitable Adjustment  
 \_\_\_\_\_252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (b) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014, Preference for Domestic Speciality Metals, Alternate I (10 U.S.C. 2241 note).

(End of clause)

(IA6720)

8      52.242-12      REPORT OF SHIPMENT (RESHIP)      JUL/1995

Unless otherwise directed by the Contracting Officer, the Contractor shall send a prepaid notice of shipment to the consignee transportation officer for all shipments of classified material, protected sensitive, and protected controlled material; explosives and poisons, classes A and B; radioactive materials requiring the use of a III bar label; or when a truckload/carload shipment of supplies weighing 20,000 pounds or more, or a shipment of less weight that occupies the full visible capacity of a railway car or motor vehicle, is given to any carrier (common, contract or private) for transportation to a domestic (i.e., within the United States excluding Alaska or Hawaii, or if shipment originates in Alaska or Hawaii within Alaska or Hawaii, respectively) destination (other than a port for export). The notice shall be transmitted by rapid means to be received by the consignee transportation officer at least 24 hours before the arrival of the shipment. The Government bill of lading, commercial bill of lading or letter or other document that contains all of the following shall be addressed and sent promptly to the receiving transportation officer. This document shall be prominently identified by the Contractor as being a 'Report of Shipment' or 'RESHIP FOR T.O.'

**Message Example:**

REPSHIP FOR T.O. 81 JUN 01

TRANSPORTATION OFFICER

DEFENSE DEPOT, MEMPHIS, TENN.

SHIPPED YOUR DEPOT 1981 JUN 1 540 CTNS MENS COTTON TROUSERS, 30,240 LB, 1728 CUBE, VIA XX-YY\*

IN CAR NO.XX 123456\*\*-GBL\*\*\*-C98000031\*\*\*\*CONTRACT DLA...ETA\*\*\*\*-JUNE 5 JONES & CO., JERSEY CITY, N.J.

\*Name of rail carrier, trucker, or other carrier.

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**Name of Offeror or Contractor:**

\*\*Vehicle identification.

\*\*\*Government bill of lading.

\*\*\*\*If not shipped by GBL, identify lading document and state whether by paid by contractor.

\*\*\*\*\*Estimated time of arrival.

(End of Clause)

(IF7221)

CLAUSES IA0531, IF0102, AND IF7221 ONLY APPLY TO FMS REQUIREMENTS.

\*\*\* END OF NARRATIVE I001 \*\*\*

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**Name of Offeror or Contractor:**

LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Attachment 001	SFLLL		002	
Attachment 002	AMCCOM FORM 70-R	01-AUG-91	001	
Attachment 003	DOCUMENT SUMMARY LIST		001	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CDRL		002	
Attachment 005	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	
Exhibit A	CONTRACT DATA REQUIREMENTS LIST	30-MAR-99	001	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at <http://aais.ria.army.mil/aais/SOLINFO/index.htm>. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	01OCT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)



Name of Offeror or Contractor:

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

	Regulatory Cite	Title	Date
1	52.219-21	SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM	MAY/1999

(Complete only if the Offeror has represented itself under the provision at FAR 52.219-1 to be a small business concern under the size standards of this solicitation.)

Offeror’s number of employees for the past twelve months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror’s average annual gross revenue for the last three fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts).

(Check one of the following.)

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> over 1,000	<input type="checkbox"/> over \$17 million

(End of provision)

(KF7052)

2	252.212-7000 DFARS	OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS	NOV/1995
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(a) Definitions. As used in this clause-

(1) Foreign person means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App.Sec. 2415).

(2) United States person is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it-

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App, Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term ‘‘supplies’’ is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The offeror represents that it-

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**Name of Offeror or Contractor:**

\_\_\_\_\_Does anticipate that supplies will be transported by sea ion the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract of subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

(KA7002)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-R-0004 <b>MOD/AMD</b>	<b>Page 19 of 23</b>
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**Name of Offeror or Contractor:**

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1	52.212-1	INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS	AUG/1998

- (a) Standard industrial classification (SIC) code and small business size standard. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--
- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) ''Remit to'' address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at FAR 52.212-3;
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.
- (d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.
- (e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
- (f) Late offers. Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered.
- (g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
- (h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE20-99-R-0004 <b>MOD/AMD</b>	<b>Page 20 of 23</b>
<b>Name of Offeror or Contractor:</b>		

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to - GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978. (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the - Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215)697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.
- (ii) Order forms, pricing information, and customer support information may be obtained -
  - (A) By telephone at (215) 697-2667/2179; or
  - (B) Through the DODSSP Internet site at <http://www.d0dssp.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

(End of provision)

(LF7027)

- |   |             |                        |          |
|---|-------------|------------------------|----------|
| 2 | 52.215-4510 | ELECTRONIC BIDS/OFFERS | APR/1999 |
|---|-------------|------------------------|----------|
- ACALA
1. Bidders/Offerors are required to submit their bids/offers for this solicitation via electronic response on the TACOM-ACALA Business Opportunities, open Solicitations web page, or via facsimile (datafax) to 309/782-2047. You MUST utilize the clickable icon located in the "Submit Bid/Offer" column associated with this solicitation number on the web page from which you accessed this solicitation to submit your bid or offer. You may use your "back button" on your toolbar to return to the Open Solicitations page, or you may use the URL:  
  
[http://www-acala.ria.army.mil/ACALA/AAIS/padds\\_web/index.html](http://www-acala.ria.army.mil/ACALA/AAIS/padds_web/index.html)
  2. These responses must arrive in their entirety by the time specified in the solicitation. Bidders/Offerors bear the responsibility of timely transmission of their bids/offers to ensure the availability of an open transmission line and to take into consideration the length of time required to complete the required upload transaction prior to the time established in the solicitation.
  3. Upon opening the "Submit Bid/Offer" web page, the bidder/offeror will be prompted to fill in a brief form, listing information including company name, CAGE code, and point of contact email address and phone number. Following successful completion of the form, you will be prompted to an ftp upload web page, where you will:
    - a. attach all electronic files representing the complete content of your bid/offer and all attachments, or
    - b. submit your bid/offer and all attachments, or

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c. submit your bid/offer through a combination of attached electronic files and teletyped/database documentation.

4. Bids/Offerers and all supporting documentation submitted as electronic attachments shall be provided either:

a. in an electronic file format for which the Government has available software (i.e. exhibiting any of the following file extensions: doc, rtf, ppt, dot, txt, asc, ans, wps, htm, html, htx, xls, xlt, prn, csv, xlw, wk4, wk3, wk1, wks, wql, dbf, dif, slk, xla, wmf, pot, pps, ppa, png, gif, jpg, exe, bmp, avi, mov, pdf) or

b. in any other electronic format, not listed above, as long as an electronic "viewer" is provided simultaneously with which the Government may open and process the electronic file.

5. Although the bids/offers submitted in accordance with the instructions herein and on the TACOM-ACALA Business Opportunities, Open Solicitations web page will be transmitted to a stand-alone secure server, offerors may elect to utilize a commercial encryption program to encrypt their transmission. If an offeror elects to encrypt a bid/offer transmission, you must provide the electronic decryption key via a separate transmission from the "Submit Bid/Offer" icon. The key should be transmitted as soon as possible after the transmission of the bid/offer, but not later than the time established by the solicitation for receipt of bids/offers.

6. Bid/Offer attachments (a) using other than the above listed file extensions for which the Government has available software, and which do not include an electronic "viewer" for alternative electronic formats, or (b) which do not exhibit a file extension, or (c) which do not provide a decryption key for encrypted transmissions, shall be excluded from consideration.

7. The TACOM-ACALA secure server is equipped with multiple incoming lines to accommodate connection with multiple offerors at once and to minimize the possibilities of connection failure. The upload function is programmed to transmit an End of File (EOF) message back to the offeror at the conclusion of the upload, stating "Transmission successfully completed. Your Bid/Offer has been received." If you fail to receive this EOF message or if you receive a different system message (such as "Transmission timed-out. Please Try Again.") please reconnect and initiate the process again from the "Submit Bid/Offer" button on the New Solicitations web page.

8. All bid/offer submissions, regardless of electronic format, shall refer to this solicitation and shall include the items or subitems, quantities, unit prices, time and place of delivery, all representations and other information required by this solicitation, and a statement of agreement with all the terms, conditions, and provisions of the invitation for bids/request for proposals.

9. Electronic bids that fail to furnish required representations or information, or that reject or revise any of the terms, conditions and provisions of the solicitation, shall be excluded from consideration.

10. Written confirmation of electronic bids/offers is not required.

11. The term "electronic bids/offers" as used in this provision, does NOT include telegrams, mailgrams, or any other electronic format submission not specifically identified herein.

12. Bids/offers submitted in any format other than the electronic bid/offer formats described above shall be rejected as non-responsive/unacceptable.

13. Commercial product literature in support of technical proposals shall be provided in electronic format (in accordance with the format guidelines, above). If commercial product literature is unavailable in electronic format is too voluminous to include as a telefax/datafax submission, the offeror shall reference the commercial product literature in the bid/offer documentation, providing a brief description of the literature, and shall retain the commercial product literature unless and until requested by the Contracting Officer to provide in hard copy format.

(End of Provision)

(LS7011)

a. Any contract awarded as result of this solicitation will be posted to the Internet for downloading and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above.

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<b>Name of Offeror or Contractor:</b>		

b. Notice of award to the awardee will be issued only via electronic mail. Venders who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Internet to determine if he/she has received an award. In this event, the vendor's failure to check the Internet and download a copy of the award in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

c. Notice of award to unsuccessful offerors shall be issued only via the Commerce Business Daily, the Internet and electronic mail. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the Commerce Business Daily and/or the internet to determine if an award has been made. In this event, the vendor's failure to check the Commerce Business Daily and/or the Internet to determine if an award has been made shall not constitute grounds for an extension of the ten (10) day protest period allow in regulation.

Vendor's Electronic Mail Address:

\_\_\_\_\_

(End of provision)

(LS7012)

THE GOVERNMENT INTENDS TO EVALUATE PRICE AND PAST PERFORMANCE FOR THIS AWARD. THE OFFEROR IS NOT REQUIRED TO SUBMIT ANY ADDITIONAL INFORMATION. THE GOVERNMENT WILL OBTAIN PAST PERFORMANCE INFORMATION FROM VARIOUS SOURCES, SUCH AS CONTRACTING OFFICER KNOWLEDGE OF THE OFFEROR, PREVIOUS CONTRACT HISTORY AND EXPERIENCE, AND THE PREAWARD MONITOR, ETC.

\*\*\* END OF NARRATIVE L001 \*\*\*

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Name of Offeror or Contractor:

EVALUATION FACTORS FOR AWARD

	Regulatory Cite	Title	Date
1	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
2	52.217-5	EVALUATION OF OPTIONS	JUL/1990

- a. The Government will evaluate offers for award purposes by adding the total price for the evaluated option to the total price for the basic requirement. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes. Evaluation of options will not obligate the Government to exercise the option(s).
- b. If varying prices, depending on the quantities actually ordered and the dates when ordered, are submitted for the evaluated option, the Government will evaluate the total evaluated option quantity by using the highest option price offered.
- c. If an offeror takes exception to the evaluated option, the Government may reject that offer as nonresponsive/unacceptable.

(End of Provision)

(MF7009)

YOU ARE HEREBY NOTIFIED THAT AWARD WILL NOT BE BASED ON PRICE ALONE, BUT AN EVALUATION OF PRICE AND PAST PERFORMANCE. OF THE TWO, PAST PERFORMANCE IS SLIGHTLY MORE IMPORTANT THAN PRICE. ALTHOUGH PRICE IS NOT THE MOST IMPORTANT CONSIDERATION, IT COULD BECOME A CONTROLLING FACTOR WHERE AN OTHERWISE LOW RISK PROPOSAL IS UNAFFORDABLE OR WHERE TWO LOW RISK PROPOSALS ARE CONSIDERED ESSENTIALLY EQUAL.

THE GOVERNMENT WILL EVALUATE PRICE BASED ON THE TOTAL EVALUATION PRICE TO THE GOVERNMENT. THE TOTAL EVALUATION PRICE WILL BE DERIVED BY MULTIPLYING THE OFFERED UNIT PRICE BY THE QUANTITY.

THE GOVERNMENT WILL EVALUATE PAST PERFORMANCE BASED ON INFORMATION OBTAINED FROM VARIOUS SOURCES, SUCH AS CONTRACTING OFFICER KNOWLEDGE OF THE OFFEROR, PREVIOUS CONTRACT HISTORY AND EXPERIENCE, THE PRE-AWARD MONITOR, ETC. THE GOVERNMENT DOES NOT ASSUME THE DUTY TO SEARCH FOR DATA TO CURE ANY PROBLEMS IT IDENTIFIES IN THIS PORTION OF THE EVALUATION.

THE GOVERNMENT DOES NOT INTEND TO CONDUCT DISCUSSIONS WITH ANY OFFEROR WITH RESPECT TO THE PAST PERFORMANCE INFORMATION.

THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PRICE OF A RESPONSIVE/RESPONSIBLE OFFEROR.

\*\*\* END OF NARRATIVE M001 \*\*\*  
 CLAUSE MF0010 APPLIES ONLY TO FMS REQUIREMENTS.

\*\*\* END OF NARRATIVE M002 \*\*\*